

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA

(1) WESTERN ASSOCIATION OF FISH)
AND WILDLIFE AGENCIES, an)
Idaho non-profit corporation,)
Plaintiff,)
vs.)
(2) LE NORMAN OPERATING, LLC)
Defendant.)

Case No. CIV-18-915-M

COMPLAINT

The Plaintiff, Western Association of Fish and Wildlife Agencies (“WAFWA”), through its attorneys, Doerner, Saunders, Daniel & Anderson, L.L.P., by J. Patrick Mensching, alleges and states as follows for its claims for relief against Defendant, Le Norman Operating, LLC (“Le Norman”):

The Parties

1. Plaintiff WAFWA is an Idaho Not For Profit Corporation.
2. Defendant Le Norman is an Oklahoma limited liability company with its principal place of business in Oklahoma City, Oklahoma.

Jurisdiction and Venue

3. Le Norman is an Oklahoma limited liability company and is subject to the personal jurisdiction of the State of Oklahoma.

4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332 by reason of the diversity of the parties and an amount in controversy greater than \$75,000.

Brief Statement of Facts

5. On February 28, 2014, the U.S. Fish and Wildlife Service (“FWS”) and WAFWA entered into one *Range-Wide Oil and Gas Candidate Conservation Agreement With Assurances for the Lesser Prairie-Chicken In Colorado, Kansas, New Mexico, Oklahoma and Texas* (“Agreement”).
6. The Agreement represents a collaborative effort between the FWS, WAFWA, WAFWA’s Foundation for Western Fish and Wildlife (“Foundation”), and interested oil and gas companies and trade associations. It is intended to address the effects of oil and gas activities on the Lesser Prairie Chicken (“LEPC”) and its habitat in the species’ range in Kansas, Colorado, Oklahoma, New Mexico and Texas.
7. Oil and gas industry entities who agree to the Agreement’s terms are referred to therein as Participants and agree to implement conservation measures on properties they enroll through their execution and delivery of *Certificates of Inclusion* (“Certificates”) to WAFWA, which represent binding agreements between WAFWA and each Participant. In return for entry into the Certificate, each Participant is covered by the assurances stated in the Agreement.
8. The Agreement is administered by WAFWA with oversight by the FWS.

9. Le Norman executed and delivered a Certificate to WAFWA on May 18, 2014, and thereby enrolled specific properties under the Agreement.
10. As a Participant, Le Norman is responsible for payment of both mitigation fees and enrollment fees. It has not paid all of those fees for which it is responsible under the Agreement. The unpaid amount due WAFWA exceeds \$75,000.00.

Claim for Relief: Breach of Contract

11. For its claim for relief, WAFWA incorporates all allegations set forth in paragraphs 1 through 10.
12. As a result of Le Norman's breach of contract, WAFWA has been damaged in the amount of \$3,732,371.40.
13. WAFWA demands a trial by jury in this civil action.

WHEREFORE, for its claim for relief, WAFWA prays for judgment against Le Norman in the sum of \$3,732,371.40, with interest thereon at the statutory rate and from the date set out, for all costs of this action, attorney's fees, and for such other relief as the Court may deem just and proper.

DOERNER, SAUNDERS, DANIEL
& ANDERSON, L.L.P.

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